

U.S. Department of Justice
Washington, DC 20530

Exhibit B

To Registration Statement

OMB No. 1105-0007
Approval Expires Nov. 30, 1993

Under the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
<i>Akin, Gump, Strauss, Hauer & Feld, L.L.P. 1333 New Hampshire Avenue, N.W. Suite 400 Washington, D.C. 20036</i>	<i>Republic of Chile</i>

Check Appropriate Boxes:

1. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

For the performance of legal services, the foreign principal will pay the law firm at the standard hourly billing rates of those persons working on its accounts and reimburse the firm for all routine out-of-pocket expenses.

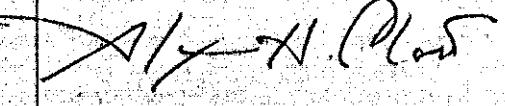
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Assist the Republic of Chile in the various trade and legislative aspects related to negotiation and implementation of a Free Trade Agreement between the United States and Chile, as well as meet with U.S. officials to discuss trade and legislative developments which have an impact on Chile.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?
Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Assist the Republic of Chile in the various trade and legislative aspects related to negotiation and implementation of a Free Trade Agreement between the United States and Chile, as well as meet with U.S. officials to discuss trade and legislative developments which have an impact on Chile.

Date of Exhibit B	Name and Title	Signature
July 23, 1993	Alexander H. Platt Partner with Power of Attorney	

*Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

REPUBLIC OF CHILE

MINISTRY OF FINANCE

AGREEMENT FOR RENDERING OF SERVICES (ENGLISH TRANSLATION)

"In Santiago, Chile, on January 4, 1993, between the Ministry of Finance, hereinafter the "Ministry," represented, as shall be evidenced, by the Minister of Finance Mr. Alejandro Foxley Rioseco, Chilean, married, national identity card number 4.148.291-5, both with domicile at 120 Teatinos, 12th floor, Santiago, and AKIN, GUMP, HAUER AND FELD, L.L.P. [sic], domiciled at 1333 New Hampshire Avenue, N.W., Suite 400, Washington, D.C. 20036, hereinafter the "Firm," represented, as shall be evidenced, by Mr. Daniel L. Spiegel, American, married, Social Security number 212-462-135, of the United States of America, of the same domicile of his principal, it has been agreed to enter into the following agreement for the rendering of services:

FIRST: For the purposes of continuing to cooperate in the attainment of a Free Trade Agreement, between the governments of Chile and the United States of North America, which would permit the increase of commercial and investment flows between both countries, the Ministry of Finance commissions to the "Firm," the identification of legal, economic and financial obstacles which could impede the subscription of the referenced Agreement.

SECOND: For the completion of its commission the "Firm" shall complete the following activities in the United States of North America:

- a) Identify the institutions and persons connected with the making of relevant decisions in the the Free Trade Agreement negotiating process. The "Firm" shall propose to the "Ministry," a program

of contacts with these officials and institutions, for consecutive periods of three months.

- b) Make contact with the persons relevant in the making of decisions, according to the guidelines previously agreed upon with the "Ministry," for each period of three months.
- c) Report verbally each week and by writing each month, the results of the program of contacts with the selected group of relevant actors. These reports shall be related to the quarterly program previously referenced.
- d) Make a weekly digest with the most critical information which may be deduced from formal and informal contacts, as well as, as soon as possible, from information emanating from public sources.
- e) To formulate monthly a written strategic analysis (2,000 words) of the circumstances which might affect the principal objective of the "Ministry," that is, progress in the attainment of a Free Trade Agreement with the United States of North America.
- f) To assist the "Ministry," if such is required, in the implementation of its own programs of contacts with authorities and institutions of the United States of North America.

- g) Advise the "Ministry" of the necessity to take actions in whatever matter related to the objective of this agreement.
- h) The "Firm" shall, moreover, be in condition to perform and implement technical analyses and recommendations relative to all types of laws, norms, regulations, circulars and/or policies in business, economics, financial and legal matters in the United States of North America which might have any effect on Chile. However, when these technical analyses and recommendations require a substantial professional effort, they will be covered in independent form and will not be considered within the monthly payment referenced in this agreement.

THIRD: The present agreement will enter into force starting from this date, subject to the Registration procedure of the decree which is to sanction it, on the part of the Comptroller General of the Republic of Chile and for a period of six months, subject to termination by either of the parties upon written notification, without expression of cause, and with 30 days' notice.

If the Ministry decides to terminate the contract, it will automatically cancel work undertaken until the date for termination of services and the "Firm" will have no right to any indemnification.

FOURTH: If circumstances so warrant, the parties may agree to extend the agreement, for which it will be necessary to

sign a new agreement and formalize the corresponding administrative act.

FIFTH: For the referenced services the "Ministry" will pay to the "Firm" a single sum of U.S. \$251,000, free from the corresponding deduction of taxes.

The referenced amount will be paid in six monthly installments, separated out in the following manner:

- Each of the first three monthly payments will have a value of U.S. \$53,666.
- Each of the following three monthly payments will have a value of U.S. \$30,000.*/ All payments will be made upon the presentation of corresponding invoices issued by the "Firm," or of documents which substitute for invoices, which shall detail the activities undertaken in precise form, and shall be approved by the "Ministry."

SIXTH: The "Ministry" shall pay to the "Firm," within the term of thirty days counted from the registration of the decree which is to sanction the present agreement, the corresponding monthly amounts for the period falling between the date of signing of this agreement and the date of the completed registration of the referenced decree.

SEVENTH: The "Firm" shall periodically inform the Ministry, about the performance, progress and results of the

*/ The difference of U.S. \$2 will be adjusted in the final payment period.

activities commissioned in Clause Two of the present agreement.

EIGHTH: The present agreement shall not prevent the "Firm" from providing services to societies and/or national or foreign companies interested in doing business in Chile or in contracting with the Government of Chile. However, the "Firm" shall consult with the "Ministry" when new clients appear with whom there may exist conflicts of interest with the Government of Chile. In the same manner, the "Firm" shall be able to provide services to other governmental entities for other matters.

In the same manner, the present document impedes neither the "Ministry" nor the Government of Chile from contracting for services, whether similar or different, with businesses of the United States of North America.

NINTH: For all legal effects, this agreement shall be governed by the laws of Chile, remaining subject to the jurisdiction of its courts.

TENTH: The present agreement is signed in four original copies.

The legal capacity of Mr. Alejandro Foxley Rioseco, consists of the Supreme Decree of the Ministry of the Interior Number 217, of March 11, 1990, and that of Mr. Daniel L. Spiegel to represent AKIN, GUMP, STRAUSS, HAUER AND FELD, L.L.P., is registered in the "United States Foreign Agents Registration Act, Filing at the U.S. Department of Justice".

/s/

ALEJANDRO FOXLEY RIOSECO
Ministry of Finance

/s/

DANIEL L. SPIEGEL
Akin, Gump, Strauss, Hauer
and Feld, L.L.P.

I certify that this document has been signed in my presence
by Daniel L. Spiegel in the District of Columbia, this 30th day
of April, 1993.

/s/

PAMELA K. COOPER
Notary Public

CONVENIO DE PRESTACION DE SERVICIOS

"En Santiago de Chile, a 4 enero de 1993, entre el Ministerio de Hacienda, en adelante "el Ministerio", representado según se acreditará por el señor Alejandro Foxley Ríosco, chileno, casado, cédula de identidad N°4.148.291-5, ambos con domicilio en Teatinos 120, piso 12, Santiago, y AKIN, GUMP, HAUER AND FELD, L.L.P., domiciliada en 1333 New Hampshire Avenue, N.W., Suite 400, Washington, D.C. 20036, en adelante "La Firma", representada, según se acreditará por don Daniel L. Spiegel, americano, casado, Seguro Social (Social Security) N° 212-462-135, de Estados Unidos de América, del mismo domicilio de su representada, se ha acordado celebrar el siguiente convenio de prestación de servicios:

PRIMERO: Para los efectos de continuar coadyuvando al logro de un Acuerdo de Libre Comercio, entre los gobiernos de Chile y los Estados Unidos de Norteamérica, el que permitiría incrementar los flujos comerciales y de inversión entre ambos países, el Ministerio de Hacienda encomienda a la "La Firma", la identificación de los obstáculos legales, económicos y financieros que pudieran impedir la suscripción del referido acuerdo.

SEGUNDO: Para el cumplimiento de su cometido "La Firma" deberá realizar las siguientes actividades en los Estados Unidos de Norteamérica:

a) Identificar las instituciones y personas vinculadas con las tomas de decisiones relevantes en el proceso de las negociaciones del Acuerdo de libre Comercio. "La Firma" deberá proponer al "Ministerio", un programa de contactos con estos, por período sucesivos de tres meses.

b) Tomar contacto con las personas relevantes en las tomas de decisiones, siguiendo las pautas previamente acordadas con el "Ministerio", para cada período de tres meses.

c) Informar verbalmente cada semana y por escrito cada mes, los resultados del programa de contactos con el grupo seleccionado de actores relevantes. Estos informes deberán estar referidos al programa trimestral antes indicado.

d) Elaborar una recopilación semanal con las informaciones más transcedentes que se desprendan de los contactos formales e informales, así como también, de las informaciones emanadas de fuentes públicas.

e) Formular por escrito mensualmente un análisis estratégico (dos mil palabras), de las circunstancias que afecten el objetivo principal del "Ministerio" esto es, el avanzar en la consecución de un Acuerdo de Libre Comercio con los Estados Unidos de Norteamérica.

f) Asistir al "Ministerio", si se es requerido, en la implementación de sus propios programas de contactos con autoridades e instituciones de los Estados Unidos de Norteamérica.

g) Aconsejar al "Ministerio" en la necesidad de tomar acciones en cualquier otra materia relacionada con el objeto de este convenio.

h) "La Firma" deberá, además, estar en condiciones de elaborar e implementar análisis técnicos y recomendaciones relativas a toda clase de leyes, normas, reglamentaciones, circulares y/o políticas, en comercio, economía, materias financieras y legales en los Estados Unidos de Norteamérica que puedan tener algún efecto en Chile. Sin embargo, cuando estos análisis técnicos y recomendaciones requieran un substancial trabajo profesional, serán cobrados en forma independiente y no considerado en el pago mensual señalado en este Convenio.

TERCERO: El presente convenio comenzará a regir a contar de esta fecha, supeditado al trámite de Toma de Razón del decreto que lo sancione, por parte de la Contraloría General de la República de Chile y por un periodo de seis meses, pudiendo cualquiera de las partes ponerle término mediante notificación por escrito, sin expresión de causa, con una anticipación de 30 días.

Si la decisión de poner término al convenio corresponde al "Ministerio", éste deberá cancelar el trabajo realizado hasta la fecha del término de los servicios y "La Firma" no tendrá derecho a indemnización alguna.

CUARTO: Si las circunstancias así lo ameritan, las partes podrán acordar su prórroga, para lo cual se deberá suscribir un nuevo convenio, y tramitar el acto administrativo correspondiente.

QUINTO: Por los referidos servicios el "Ministerio" cancelará a "La Firma" una suma única de US\$251.000, libres de la correspondiente deducción de impuestos.

La cantidad señalada se pagará en seis mensualidades, desglosadas de la siguiente manera:

Las tres primeras mensualidades tendrán un valor de US\$53.666, cada una.

Las siguientes tres mensualidades, tendrán un valor de US\$30.000, cada una. (*)

Todos los pagos se realizarán contra la presentación de las facturas correspondientes extendidas por la "Firma", o del documento que haga sus veces, el cual deberá

(*) La diferencia de US\$2.- se ajustará en la última cuota.

detallar las actividades realizadas en forma precisa y ser aprobado por el "Ministerio".

SEXTO: El "Ministerio" deberá cancelar a la "Firma", dentro del plazo de 30 días contados desde la Toma de Razón del decreto que convierte el ministro monárquico, las cantidades mensuales correspondientes al periodo comprendido entre la fecha de suscripción de éste, la fecha de la total tramitación del decreto señalado.

SEPTIMO: "La Firma" deberá informar periódicamente al Ministerio, acerca de la realización, desarrollo y resultado de las actividades encomendadas en las cláusula Segunda del presente convenio.

OCTAVO: El presente convenio no impedirá a "La Firma" prestar servicios a sociedades y/o compañías nacionales o extranjeras, interesadas en realizar negocios en Chile o contratar con el Gobierno chileno. Sin embargo, "La Firma" consultará con el "Ministerio" cuando surjan nuevos clientes con los que pudieran existir conflictos de intereses con el Gobierno de Chile. De igual manera, "La Firma" podrá prestar servicios a otras entidades gubernamentales por otros asuntos.

De igual forma, el presente documento no impide al "Ministerio" ni al Gobierno de Chile para contratar servicios similares u otros con empresas de los Estados Unidos de Norteamérica.

NOVENO: Para todo los efectos legales, este convenio será regulado por las leyes chilenas quedando sometido a la competencia de sus tribunales.

DECIMO: El presente convenio se firma en cuatro ejemplares.

La personería de don Alejandro Foxley Rioseco, consta del decreto supremo del Ministerio del Interior N° 217, de 11 de marzo de 1990 y la de don Daniel L. Spiegel para representar a AKIN, GUMP, HAUER AND FELD, L.L.P., consta en el "United States Foreign Agent Registration Act, Filing at the U.S. Department of Justice".

DANIEL L. SPIEGEL
Akin, Gump, Strauss,
Hauer & Feld, L.L.P.

Alejandro Foxley
ALEJANDRO FOXLEY RIOSECO
Ministro de Hacienda
República de Chile

Certifico que este documento ha sido firmado en mi presencia por Daniel L. Spiegel en el Distrito de Columbia, el 1 de abril de 1993.

François K. Cooper
Notario Público